



WATER WORKS PLANT

February 4, 2020

Board of Public Works & Safety  
20 North Sixth Street  
Lafayette, IN 47901

Dear Board Members:

You have before you the Agreement, including Bonds and Insurance, and the Notice to Proceed for Miller Pipeline, LLC for the Cason Street Water Main Extension project in conjunction with the ongoing Murdock Park Booster Station project. This agreement has been reviewed by the City Attorney and I respectfully ask for your approval.

Thank you.

Sincerely,

Kerry J. Smith, Superintendent  
Lafayette Water Works

February 4, 2020

Board of Works and Safety  
City of Lafayette, Indiana  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board of Works and Safety Members:

Please find attached the Agreement, Bonds, Insurance, and Notice to Proceed for Miller Pipeline, LLC (Contractor) regarding the Cason Street Water Main Extension project for review and approval by the Board of Public Works and Safety at your meeting on February 4, 2020.

The project consists of new 880 feet of 24-inch and 3,010 feet of 30-inch ductile iron water main from 18<sup>th</sup> Street to 30<sup>th</sup> Street which will connect the new booster station and underground storage reservoir to the City's water distribution system. All work will be substantially complete within 270 days and ready for final payment within 290 days.

The Contractor shall complete all water main work, asphalt pavement repair, and restoration along Cason Street between 18<sup>th</sup> Street and 26<sup>th</sup> Street during March 21-29, 2020, May 22, 2020 to July 31, 2020, and October 17-25, 2020 to avoid disruption to school operations and school traffic.

Sincerely,

Kerry Smith, Superintendent  
Lafayette Water Works

## **AGREEMENT**

THIS AGREEMENT is dated this 4<sup>th</sup> day of February, 2020, by and between Lafayette Water Works, Lafayette, Indiana ("Owner") and Miller Pipeline, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cason Street Water Main Extension

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### **ARTICLE 2 – ENGINEER**

- 2.01 The Project has been designed by Wessler Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3 – CONTRACT TIMES**

- 3.01 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Milestone # 1: Contractor shall complete all water main work, asphalt pavement repair, and restoration along Cason Street between 18<sup>th</sup> Street and 26<sup>th</sup> Street during March 21 - 29, 2020, May 25, 2020 to July 31, 2020, and October 17-25, 2020 to avoid disruption to school operations and school traffic.
- 3.02 The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 290 days after the date when the Contract Times commence to run.
- 3.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 4 – CONTRACT PRICE**

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

One Million Six Hundred Thousand Six Hundred Ninety-Six and 00/100 Dollars  
(words)

(\$1,600,696.00)  
(words)

For all Work, at the prices stated in Contractor's Bid.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determinate the actual quantities and classifications of Unit Price Work performed by the Contractor.

#### **ARTICLE 5 – PAYMENT PROCEDURES**

- 5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold,



including but not limited to liquidated damages, in accordance with the Contract Documents.

2. The retainage to be withheld will be ten percent (10%) of all work satisfactorily completed until the work is fifty percent (50%) completed, and nothing further after that. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

### ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information

and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. Contractor's Bid
  - 2. Bid Bond
  - 3. Drug Testing Plan Certification
  - 4. Agreement
  - 5. E-Verify Affidavit
  - 6. Indiana Iran Investment Certification
  - 7. Performance Bond
  - 8. Payment Bond
  - 9. General Conditions

10. Supplementary Conditions

11. Specifications as contained in Project Manual dated November 2019

12. Drawings consisting of 20 sheets dated November 2019

13. Addenda

a. No. 1 dated December 5, 2019

b. No. 2 dated December 13, 2019

14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed

b. Change Order(s).

c. Certificate of Substantial Completion

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – MISCELLANEOUS**

### **8.01 Terms**

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **8.02 Assignment of Contract**

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **8.03 Successors and Assigns**

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.



#### 8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 8.05 Contractor's Certifications

- A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate (3 copies).

This Agreement will be effective on February 4, 2020 (which is the Effective Date of the Agreement).

OWNER:

LAFAYETTE WATER WORKS

By: \_\_\_\_\_

Title: President, Board of Public Works & Safety

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

20 North Sixth Street

Lafayette, IN 47901

CONTRACTOR:

MILLER PIPELINE, LLC

By: 

Title: President

[CORPORATE SEAL]

Attest: 

Title: CFO

Address for giving notices:

8850 Crawfordsville Road

Indianapolis, IN 46234

License No.: \_\_\_\_\_

N/A

(Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)

**PAYMENT BOND**

CONTRACTOR (name and address):

Miller Pipeline, LLC  
8850 Crawfordsville Road  
Indianapolis, IN 46234

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
1 Tower Square, 5PB  
Hartford, CT 06183

OWNER (name and address): City of Lafayette Water Works  
20 North Sixth Street  
Lafayette, IN 47901

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: February 4, 2020

Amount: \$1,600,696.00

Description (name and location): Cason Street Water Main Extension

**BOND**

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 4, 2020

Amount: \$1,600,696.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Miller Pipeline, LLC (seal)

Contractor's Name and Corporate Seal

By:

Signature

Kevin Miller

Print Name

President

Title

Attest:

Signature

CFO

Title

**SURETY**

Travelers Casualty and Surety Company of America (seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Robin Hubbard-Sherrod

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.



11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



TRAVELERS

Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

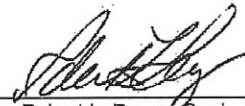
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine** of Charleston, West Virginia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

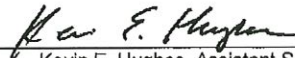
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of February, 2020



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



## PERFORMANCE BOND

CONTRACTOR (name and address):

Miller Pipeline, LLC  
8850 Crawfordsville Road  
Indianapolis, IN 46234

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
1 Tower Square, 5PB  
Hartford, CT 06183

OWNER (name and address):

City of Lafayette Water Works  
20 North Sixth Street  
Lafayette, IN 47901

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 4, 2020

Amount: \$1,600,696.00

Description (name and location): Cason Street Water Main Extension

### BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 4, 2020

Amount: \$1,600,696.00

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Miller Pipeline, LLC (seal)

Contractor's Name and Corporate Seal

By: Kevin Miller  
Signature

Kevin Miller

Print Name

President

Title

Attest: BLS  
Signature

CFO

Title

### SURETY

Travelers Casualty and Surety Company of America (seal)

Surety's Name and Corporate Seal

By: Robin Hubbard-Sherrod  
Signature (attach power of attorney)

Robin Hubbard-Sherrod

Print Name

Attorney-in-Fact

Title

Attest: Wanda Phelps  
Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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00320-1



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bunnie Perrine** of Charleston, West Virginia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, 2020



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Miller Pipeline, LLC Miller Pipeline Corporation 8850 Crawfordsville Rd Indianapolis, IN 462341559	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: American Zurich Insurance Company	40142	INSURER D: AIG Specialty Insurance Company	26883	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: W15276594

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL09242201-07	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9242202-08	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000100578-01	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 9242205-07	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			CPL2672545	04/01/2019	04/01/2021	Each Loss: \$1,000,000 Policy Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Division/Location: Indianapolis, IN

Excess Coverage follows form of the Underlying General Liability, Automobile Liability and Employers Liability policies.

Stop Gap Coverage is included under the Workers Compensation policy for the States of Ohio, Washington, Wyoming and

**CERTIFICATE HOLDER**

Lafayette Water Works  
20 North Sixth Street  
Lafayette, IN 47901

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Miller Pipeline, LLC Miller Pipeline Corporation 8850 Crawfordsville Rd Indianapolis, IN 462341559	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

North Dakota.

Re: CASON STREET WATER MAIN EXTENSION  
LAFAYETTE, INDIANA  
WESSLER PROJECT NO. 201918.04.002

City of Lafayette, Owner, Engineer, Indiana and Wessler Engineering Inc. are additional insured with respect to the General Liability coverage when required by written contract executed prior to loss.

**ZURICH®**

## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9242202-08	04/01/2019	04/01/2020		34937000		

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.





**ZURICH®**

## **Blanket Notification to Others of Cancellation or Non-Renewal**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-07	04/01/2019	04/01/2020		34937000		

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

## BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX  
CONDITIONS

## Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2019

Policy No. WC9242205-07

Endorsement No.

Insured Miller Pipeline, LLC

Premium \$

Insurance Company American Zurich Insurance Company

Policy Number:  
GLO9242201-07

**ENDORSEMENT**

Named Insured: Miller Pipeline LLC; Minnesota Limited, LLC  
Agent Name: Willis of MN

Zurich American Insurance Company  
Effective Date: 04/01/2019- 04/01/2020  
12:01 A.M., Standard Time  
Agent No.: 34937000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**ADDITIONAL INSURED-AUTOMATIC-OWNERS, LESSEES OR CONTRACTORS**

- A. SECTION II – WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED BY YOU BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IF:
1. THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED UNDER THE INSURANCE SERVICES OFFICE (ISO) ISO CG20 10 10/01 EDITION OR THE ISO CG20 37 10/01 EDITION, THEN SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISES OUT OF YOUR ONGOING OPERATIONS OR "YOUR WORK", WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; OR
  2. EXCEPT AS PROVIDED IN 1. ABOVE, IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRE THAT YOU PROVIDE THAT THE PERSON OR ORGANIZATION BE NAMED AS AN ADDITIONAL INSURED SUCH PARTY IS AN ADDITIONAL INSURED ONLY TO THE EXTENT THAT "BODILY INJURY" "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IS CAUSED, IN WHOLE OR IN PART BY,
    - A. YOUR ACTS OR OMISSIONS; OR
    - B. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF,

IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS OR "YOUR WORK" WHICH IS THE SUBJECT OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT;



**HOWEVER, THE INSURANCE AFFORDED TO SUCH ADDITIONAL INSURED:**

- 1. ONLY APPLIES TO THE EXTENT PERMITTED BY LAW;**
- 2. WILL NOT BE BROADER THAN THAT WHICH YOU ARE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE FOR SUCH ADDITIONAL INSURED;**
- 3. ONLY APPLIES IF THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" OCCUR SUBSEQUENT TO YOUR EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT; AND**
- 4. DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY "YOUR WORK" AND INCLUDED WITHIN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" UNLESS THE WRITTEN CONTRACT OR WRITTEN AGREEMENT SPECIFICALLY REQUIRES THAT YOU PROVIDE SUCH COVERAGE. IF THE MINIMUM TIME PERIOD FOR PROVIDING SUCH COVERAGE IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT ENDS PRIOR TO OR DURING THE POLICY PERIOD, SUCH COVERAGE WOULD NOT BE AVAILABLE AFTER THAT MINIMUM TIME PERIOD.**

- B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING ADDITIONAL EXCLUSION APPLIES:**

**THIS INSURANCE DOES NOT APPLY TO:**

**"BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF THE RENDERING OF, OR FAILURE TO RENDER, ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES INCLUDING:**

- A. THE PREPARING, APPROVING OR FAILING TO PREPARE OR APPROVE MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; OR**
- B. SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.**

**THIS EXCLUSION APPLIES EVEN IF THE CLAIMS AGAINST ANY INSURED ALLEGE NEGLIGENCE OR OTHER WRONGDOING IN THE SUPERVISION, HIRING, EMPLOYMENT, TRAINING OR MONITORING OF OTHERS BY THAT INSURED, IF THE "OCCURRENCE" WHICH CAUSED THE "BODILY INJURY" OR "PROPERTY DAMAGE", OR THE OFFENSE WHICH CAUSED THE "PERSONAL AND ADVERTISING INJURY", INVOLVED THE RENDERING OF OR THE FAILURE TO RENDER ANY PROFESSIONAL ARCHITECTURAL, ENGINEERING OR SURVEYING SERVICES.**

- C. THE FOLLOWING IS ADDED TO PARAGRAPH 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**THE ADDITIONAL INSURED MUST SEE TO IT THAT:**

1. WE ARE NOTIFIED AS SOON AS PRACTICABLE OF AN "OCCURRENCE" OR OFFENSE THAT MAY RESULT IN A CLAIM;

2. WE RECEIVE WRITTEN NOTICE OF A CLAIM OR "SUIT" AS SOON AS PRACTICABLE; AND

3. A REQUEST FOR DEFENSE AND INDEMNITY OF THE CLAIM OR "SUIT" WILL PROMPTLY BE BROUGHT AGAINST ANY POLICY ISSUED BY ANOTHER INSURER UNDER WHICH THE ADDITIONAL INSURED MAY BE AN INSURED IN ANY CAPACITY. THIS PROVISION DOES NOT APPLY TO INSURANCE ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED IF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES THAT THIS COVERAGE BE PRIMARY AND NON-CONTRIBUTORY.

D. FOR THE PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT:

1. THE FOLLOWING IS ADDED TO THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

**PRIMARY AND NONCONTRIBUTORY INSURANCE**

THIS INSURANCE IS PRIMARY TO AND WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED PROVIDED THAT:

A. THE ADDITIONAL INSURED IS A NAMED INSURED UNDER SUCH OTHER INSURANCE; AND

B. YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT THIS INSURANCE BE PRIMARY AND NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED.

2. THE FOLLOWING PARAGRAPH IS ADDED TO PARAGRAPH 4.B. OF THE OTHER INSURANCE CONDITION OF SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

THIS INSURANCE IS EXCESS OVER:

ANY OF THE OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS, AVAILABLE TO AN ADDITIONAL INSURED, IN WHICH THE ADDITIONAL INSURED ON OUR POLICY IS ALSO COVERED AS AN ADDITIONAL INSURED ON ANOTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", OFFENSE, CLAIM OR "SUIT". THIS PROVISION DOES NOT APPLY TO ANY POLICY IN WHICH THE ADDITIONAL INSURED IS A NAMED INSURED ON SUCH OTHER POLICY AND WHERE OUR POLICY IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE COVERAGE TO THE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

E. THIS ENDORSEMENT DOES NOT APPLY TO AN ADDITIONAL INSURED WHICH HAS BEEN ADDED TO THIS POLICY BY AN ENDORSEMENT SHOWING THE ADDITIONAL INSURED IN A SCHEDULE OF ADDITIONAL INSURED, AND WHICH ENDORSEMENT APPLIES SPECIFICALLY TO THAT IDENTIFIED ADDITIONAL INSURED.

**F. WITH RESPECT TO THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED UNDER THIS ENDORSEMENT, THE FOLLOWING IS ADDED TO SECTION III – LIMITS OF INSURANCE:**

**THE MOST WE WILL PAY ON BEHALF OF THE ADDITIONAL INSURED IS THE AMOUNT OF INSURANCE:**

- 1. THAT IS THE LEAST AMOUNT MINIMALLY REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REFERENCED IN PARAGRAPH A. OF THIS ENDORSEMENT; OR**
- 2. AVAILABLE UNDER THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS, WHICHEVER IS LESS, IF THE MINIMUM AMOUNT OF INSURANCE REQUIRED BY THE WRITTEN CONTRACT OR WRITTEN AGREEMENT FOR GENERAL LIABILITY COVERAGE IS LESS THAN THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS BUT THE WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES UMBRELLA OR EXCESS COVERAGE, WE WILL INCLUDE THAT REQUIREMENT IN OUR ASSESSMENT OF THE MINIMUM AMOUNT OF INSURANCE. THIS ENDORSEMENT SHALL NOT INCREASE THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.**

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Contractor): Miller Pipeline, LLC

By (Written Signature): 

(Printed Name) Kevin Miller

(Title): President


**Important – Notary Signature and Seal Required in the Space Below**

STATE OF Indiana

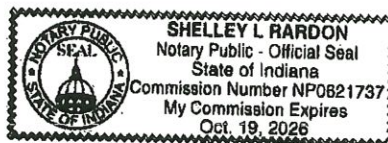
SS:

COUNTY OF Marion

Subscribed and sworn to before me this 23rd day of January,  
2020.

My commission expires: 10/19/20 (Signed) 

Residing in Marion County, State of Indiana



E-VERIFY AFFIDAVIT

00360-1

INDIANA IRAN INVESTMENT CERTIFICATION

I, Kevin Miller, the duly authorized representative of  
(name of representative)  
Miller Pipeline, LLC, certify under penalty of perjury that  
(name of firm)  
Miller Pipeline, LLC does not engage in investment activities in  
(name of firm)

Iran as defined by I.C. 5-22-16.5.

NAME OF FIRM

By: 

Printed Name: Kevin Miller

Title: President

*(for use when Owner is municipality in Indiana)*

Indiana Iran Investment Certification

00370-1